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personal interest, conflicting, or which possibly may conflict, with the interest of those whom he is bound to protect. *Glover v. Ames*, (C. C.) 8 Fed. 351. Accordingly, it is held that the fiduciary relationship between cotenants of land is such that it is not consistent with good faith for either of them to purchase an outstanding adverse title. *Van Horne v. Fonda*, 5 Johns. Ch. (N. Y.) 388. (For criticism of this doctrine see 9 HARV. LAW REV. 427.) The same doctrine has also been extended to the case of a remainderman purchasing a tax title thereby attempting to exclude the other remainderman. Held that this was a breach of faith and not allowable. *Johns v. Johns*, 93 Ala. 239. The law will not permit an agent to place himself in a situation in which he might be even tempted by his own private interests to disregard the interests of his principal. *People ex rel. Pluger et al. v. Township Board*, 11 Mich. 222; MECHEM, AGENCY, Sec. 455. Nor will a partner be allowed to gain a secret advantage or enter into any transaction in any way adverse to the partnership interests. *Nelson v. Matsch*, 38 Utah 122, Ann. Cas. 1912 D, 1242. Therefore, it seems very natural for courts to apply a similar line of reasoning to cases of joint adventures, even though the essentials of a cotenancy, agency, or partnership are not present. The tendency of modern decisions is to regard the rights of joint adventurers, *inter se*, as controlled practically by the law of partnerships. 15 RULING CASE LAW 500. The court in the principal case said that it is immaterial whether the plaintiffs and MacDonald were partners in the strict sense. Persons engaged in a joint adventure, or about to assume such a relation, owe to each other the utmost good faith and will not be permitted to enjoy any unfair advantage. Where any abuse of that relation is discovered the complaining party is entitled to relief, whether any actual damage be proved or not. "The question is not whether the breach of confidence has resulted in profit to the unfaithful coadventurer, or whether it has resulted in injury to his joint adventurers, but whether there has been a breach of confidence on the part of the fiduciary." The mere making of a secret agreement by one of the joint adventurers is such a breach of faith as amounts to constructive fraud and will entitle the coadventurers either to rescind the contract (*Noble v. Fox*, 35 Okla. 70) or to maintain an action for damages for fraud and deceit (*Page v. Parker*, 43 N. H. 363) or to have the defendant account to his coadventurers (*Kennah v. Huston*, 15 Wash. 275).

LANDLORD AND TENANT—CONSTRUCTIVE EVICTION—VERMIN.—At the expiration of a period of two years of an apartment lease the premises became infested by cockroaches, which, after notice, the landlord unsuccessfully attempted to eradicate, whereupon defendants moved out. In an action for rent, *held*, defendants had not been exonerated from liability. *Hopkins v. Murphy* (Mass., 1919), 124 N. E. 252.

The case turns on whether or not the presence of the vermin constituted an act of constructive eviction. Crosby, J., in disposing of this contention says "There is nothing to indicate the plaintiff was responsible for the presence of the insects or that he failed in any duty which he owed to the defendant." In this he touched the real issue. The cases almost without dis-

sent take the view that the act complained of must be one of omission or commission by the lessor. TIFFANY ON LANDLORD AND TENANT, p. 1258-62. Inability to link the cause with the lessor is fatal, though the actual condition of the premises renders its inhabitation impracticable. *Lack v. Wyckoff*, 11 N. Y. St. Rep. 678; *Griffin v. Freeborn*, 181 Mo. App. 203. An early case in point arose in New York in 1887 in which it was held that a constructive eviction could not be predicated on abandonment by reason of the presence of vermin. *Pomeroy v. Tyler*, 9 N. Y. St. Rep. 514. England, on similar facts is in accord. *Hart v. Windsor*, 12 Mees. & W. 68. Involving vermin and to the same general effect are, *Vanderbilt v. Persse*, 3 E. D. Smith (N. Y.) 428 (bedbugs); *Jacobs v. Morand*, 110 N. Y. Supp. 208 (waterbugs and bedbugs); *Fisher v. Lighthall*, 4 Mackey (D. C.) 82 (ants). But where there is a duty imposed on the landlord failure to fulfill it will justify abandonment under eviction. *Bradley v. Goicouria*, 67 How. Pr. 76. Where the defect is in existence at the time of letting the doctrine of *caveat emptor* applies. *Roth v. Adams*, 185 Mass. 341. As indicated in the decisions on this subject the defendant's proper remedy is preventive. A stipulation in the lease covering the relations of the parties in event of the appearance of objectionable features is a matter but of a moment, provides adequate relief and obviates the necessity of straining established legal doctrines in the apparent interest of immediate justice.

LANDLORD AND TENANT—HOLDING OVER—TENANCY FROM YEAR TO YEAR—DATE OF COMMENCEMENT—NOTICE TO QUIT.—By an agreement plaintiff let premises to defendant from Nov. 11, 1915 to Dec. 25, 1916 at yearly rent payable in quarterly installments. The defendant held over without any further agreement so that by plaintiff's acceptance of the quarter's rent on March 25, 1917, defendant was recognized as tenant from year to year. On June 8, 1917, defendant gave notice that he would quit the premises on Dec. 25, 1917. Plaintiff contended that since the original entry was on Nov. 11, the tenancy could be terminated only on Nov. 11 of some year, and hence the notice on June 8 was ineffective because not six months prior to Nov. 11. Held, that this year to year tenancy was a new tenancy commencing Dec. 25, 1916 and terminable on any subsequent Christmas Day by giving six months notice. *Croft v. William F. Blay, Ltd.* (1919), 1 Ch. 277.

When a tenant goes into possession and pays rent on a periodic basis under a void lease, no court has ever questioned the soundness of the plaintiff's contention. It is settled law that the tenancy from year to year has inception from the date of the original entry and can be terminated only upon the same date of some succeeding year. Cf. *Coudert v. Cohn*, 118 N. Y. 309. And it was also considered settled law in England (until the decision in the principal case) that when the tenancy from year to year was created by a holding over by the tenant after the expiration of a valid lease the implied tenancy could be terminated only upon the date of the original entry in some succeeding year. No distinction was made between the two situations. The rule in question was thus stated in 2 SMITH'S LEADING CASES, 12th edit., 123: "Where a tenant holds over and becomes a yearly tenant, then, if the time of the